

## **General Terms and Conditions of Purchase of NIRONIT Edelstahl GmbH & Co. KG**

### **I. General provisions, scope of application**

1. These General Terms and Conditions of Purchase apply exclusively to all orders and contracts that the company Nironit Edelstahl GmbH & Co KG - hereinafter referred to as NIRONIT - enters into, unless expressly agreed otherwise. These conditions also apply to all future business transactions, even if NIRONIT does not expressly refer to them. Deviating conditions of the contractor (supplier, seller - hereinafter only referred to as contractor) are hereby expressly contradicted. The unconditional acceptance of order confirmations or deliveries does not constitute recognition of such conditions. Deviating agreements or supplements are only binding if they are confirmed by us in writing.
2. These General Terms and Conditions of Purchase shall only apply to companies within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law.
3. With the first delivery under these terms and conditions of purchase, the contractor recognises their exclusive validity for all further orders.

### **II. Offer, conclusion of contract, confidentiality**

1. Orders and contracts are only binding if they are made in writing or have been confirmed in writing. Orders, delivery schedules as well as their changes and additions can - after prior written agreement - also be made by means of remote data transmission or machine-readable, whereby a confirmation at least in electronic form is necessary for them to be binding. The above in sentences 1 and 2 also applies to verbal collateral agreements and amendments to the contract. The offer of NIRONIT to conclude a contract can only be accepted within a period of 14 days, unless otherwise agreed.
2. Remuneration for visits or for the preparation of offers, projects etc. will not be granted.
3. The conclusion of the contract must be treated confidentially. The Contractor may only refer to business relations with NIRONIT in advertising materials after written consent.
4. The contractor undertakes to treat all commercial or technical details which are not obvious and which become known to him through the business relationship as business secrets. Subcontractors are to be obligated accordingly.

### **III. Shipping**

1. The Contractor must comply with the shipping instructions of NIRONIT and of the forwarder or carrier. The order and article numbers of NIRONIT are stated in all shipping documents, letters and invoices.
2. The costs of transport including packaging, insurance and all other ancillary costs shall be borne by the contractor, unless expressly agreed otherwise.

### **IV. Prices and terms of payment**

1. Agreed prices are maximum prices; price reductions in the period between the order and payment of the invoice benefit NIRONIT

2. invoices must be issued immediately after dispatch of the goods, stating the order and article number. The value added tax is to be shown separately.
3. Payment is subject to proper delivery as well as correctness of price and calculation. A determination of a defect subject to warranty entitles NIRONIT to withhold payment until the warranty obligation has been fulfilled.
4. payment shall be made in the usual commercial manner, either within 14 calendar days with a 3% discount or after 30 calendar days net, calculated after delivery/service and receipt of invoice.

## **V. Value Added Tax**

1. NIRONIT does not owe any turnover tax, which is shown separately on the invoice to NIRONIT, unless it is a legally owed turnover tax (within the meaning of the VAT Act/the turnover tax regulations).
2. If it only becomes apparent to NIRONIT at a later point in time that a separately shown turnover tax was not legally owed (e.g. due to an incorrect or unjustified tax statement), the Supplier undertakes to compensate NIRONIT for the resulting tax damage, including any additional tax payments.

## **VI. Delivery periods, delivery dates**

1. The delivery periods or dates stated in orders are binding and are understood to be those of arrival at the place of performance.
2. Should it not be possible to meet a deadline, NIRONIT must be informed immediately in writing, stating the reason and the expected duration of the delay.
3. NIRONIT is entitled to refuse acceptance of goods that are not delivered on the delivery date specified in the order and to return them at the expense and risk of the Supplier or to store them with third parties.
4. The Supplier is obliged to compensate NIRONIT for all direct and indirect damages caused by delay.
5. The Contractor can only refer to the absence of necessary documents to be supplied by NIRONIT if the Contractor has sent a written reminder and has not provided these within a reasonable period of time.
6. Force majeure shall release the contracting parties from their obligations to perform for the duration of the disturbance and to the extent of its effect. This also applies if such events occur during an existing delay. Sovereign measures, strikes and lock-outs and other operational disruptions for which we are not responsible and which make performance significantly more difficult or impossible shall be deemed equivalent to force majeure. The contractual partners are obliged to provide the necessary information immediately within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith. NIRONIT is completely or partially released from the obligation to accept the ordered delivery/service and is insofar entitled to withdraw from the contract, if the delivery/service is no longer usable by NIRONIT - under consideration of economic aspects - due to the delay caused by force majeure or due to strikes or lock-outs. NIRONIT and the contractor are entitled to withdraw from the contract if the event lasts longer than three

months.

7. In case of early delivery, NIRONIT reserves the right to return the goods at the expense of the Supplier. If the goods are not returned in the case of premature delivery, they are stored at NIRONIT until the delivery date at the expense and risk of the Supplier. In case of early delivery, NIRONIT reserves the right to make payment only on the agreed due date.
8. NIRONIT accepts partial deliveries only after express agreement. In the case of agreed partial deliveries, the remaining quantity must be listed.
9. In the event that NIRONIT is unable to fulfil its obligations to its own customers/buyers or cannot fulfil them on time due to delays in delivery - regardless of the type and origin - the Supplier, insofar as it is responsible for the delay, shall indemnify NIRONIT against any claims for damages, reductions and all other legal disadvantages, in particular for the case of loss of profit or damage caused by loss of production.

## **VII. Warranty**

1. The contractor guarantees that the goods comply with the specifications submitted, the relevant standards, the regulations and guidelines of authorities, trade associations and professional organisations and the state of the art. If the Contractor has reservations about this desired type of execution, he must inform NIRONIT immediately in writing.
2. If the purchase is a commercial transaction for NIRONIT and the contractor, NIRONIT shall notify the contractor of defects in the goods immediately after their discovery, at the latest within five working days. This applies to both obvious and hidden defects. In the event of a complaint, the Contractor can be charged the costs of the inspection.
3. The values determined during the incoming goods inspection are binding for dimensions, weights and quantities of a delivery.
4. In the event of an agreed contractual penalty for delayed delivery, the claim to a contractual penalty shall remain valid even if it is not expressly asserted upon receipt of the delivery. Further claims shall likewise remain in force without any special reservation upon acceptance.
5. The warranty obligation of the contractor is based on the statutory provisions, unless otherwise stated below.
6. The warranty period shall be at least 24 months from delivery at the place of performance. If the statutory warranty period is longer, this shall apply.
7. In the case of a defective delivery, the Supplier shall, at the discretion of NIRONIT, provide subsequent performance in the form of repair or replacement. In urgent cases, NIRONIT is also entitled - after consultation with the Contractor - to carry out the rectification of the defects itself at the expense of the Contractor or to have it carried out by a third party or to procure a replacement elsewhere. The same applies if the Supplier is in default with the fulfilment of his warranty obligations. If, in accordance with the statistical inspection procedure specified in the order, it is determined that the maximum permissible proportion of defects has been exceeded, NIRONIT is entitled to make claims for defects in respect of the entire delivery or to inspect the entire delivery at the expense of the Contractor after prior consultation with the Contractor.
8. The contractor shall be liable for replacement deliveries and repair work to the same extent as for the original delivery item, i.e. also for transport, travel and labour costs, without limitation.

The warranty period for replacement deliveries begins at the earliest on the day of the arrival of the replacement delivery.

9. Within the scope of its obligation to pay damages, the Contractor shall indemnify NIRONIT on first request from all claims of third parties, which are raised due to defects, violation of industrial property rights of third parties or product damage of its delivery due to its share of the cause.
10. The contractor is obliged to reimburse reasonable costs for a product recall due to product liability law. NIRONIT will inform the Contractor as soon as possible beforehand for comment. The Supplier guarantees the existence of an appropriate product liability insurance.

### **VIII. Reservation of title**

1. NIRONIT does not accept a reservation of title by the contractor in any form whatsoever. This is hereby expressly contradicted.

### **IX. Liability**

1. Unless otherwise provided for in these Terms and Conditions of Purchase, NIRONIT shall only be liable for damages in case of intent or gross negligence as well as in case of culpable violation of essential contractual obligations; otherwise, liability for simple negligence is excluded. Essential are all contractual obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner may regularly rely. In the event of culpable breach of essential contractual obligations, NIRONIT is liable - except in cases of intent or gross negligence - only for foreseeable damage typical for the contract.
2. The above limitations of liability do not apply in the event of injury to life, body or health. Claims under the Product Liability Act shall remain unaffected.
3. The above limitations of liability also apply in the event of fault on the part of the legal representatives or vicarious agents of NIRONIT.

### **X. Set-off and assignment**

1. The contractor is only entitled to offset against undisputed or legally established claims. NIRONIT is entitled to offset all claims against the Contractor without any restriction.
2. The assignment of claims against NIRONIT is only effective with the written consent of NIRONIT.

### **XI. Information and documents provided**

1. Drawings, drafts, samples, manufacturing instructions, internal company data, tools, equipment etc. which we have provided to the contractor for the purpose of submitting an offer or executing an order remain our property. They may not be used for other purposes, duplicated or made available to third parties and must be stored with the care of a prudent businessman. After completion of the order, they must be returned to NIRONIT without request.

### **XII. Property rights of third parties**

1. The contractor guarantees that the rights of third parties do not conflict with the intended use of the purchased goods, in particular that the property rights of third parties are not infringed. If claims are nevertheless made against NIRONIT due to a possible infringement of third party rights, such as copyrights, patent rights and other industrial property rights, the Contractor shall indemnify NIRONIT against this and against any performance in connection therewith. NIRONIT is entitled, at the expense of the Contractor, to obtain permission for the use of the goods and services concerned from the entitled party.

### **XIII. Data protection**

1. In the following we inform you about the collection of your personal data when concluding business or contracts. With regard to the personal data of our business partners, we comply with the data protection regulations, in particular the Basic Data Protection Regulation (DSGVO).
2. Your personal data will be collected, stored, processed and used by us if and as long as this is necessary for the implementation of pre-contractual measures or the fulfilment of the contract. Any further collection, storage, processing and use of personal data is only carried out if required or permitted by law or if you have given us your express consent.
3. For the implementation of pre-contractual measures and fulfilment of this contract, the collection, processing and use of your company name, contact person, address, contact data and bank account details, among other things, is required on the basis of Art. 6 para. 1 letter b) DSGVO (hereinafter "personal data").
4. We are entitled - within the scope of what is legally permissible - to transfer this personal data to third companies if and insofar as this is necessary for the implementation of pre-contractual measures and for the fulfilment of this agreement (such as mail order companies, invoicing) on the basis of Art. 6 Para. 1 letter b) DSGVO or for the fulfilment of a legal obligation in accordance with Art. 6 Para. 1 letter c) DSGVO.
5. You have the right, subject to the legal requirements, to demand information from us at any time about the stored personal data concerning you. You also have the right, under the legal requirements, to demand the correction, blocking, restriction of processing and/or deletion or transmission of your data to a third party. If you have given us permission to use your personal data, you can revoke this permission at any time with effect for the future. You also have the right to complain to a supervisory authority.
6. your personal data will be deleted by us at the latest at the end of the statutory retention period (§ 147 (3) of the German Fiscal Code), i.e. after 10 years, starting with the conclusion of the contract.
7. Further information on the handling of personal data and the rights you are entitled to can be found in our data protection information ([LINK](#)).
8. For information, correction, deletion and blocking and to exercise the right of withdrawal or right of objection, please contact us as the responsible body: NIRONIT Edelmetall GmbH & Co KG, Am Oheberg 8, 21224 Rosengarten, Germany, email to [datenschutz@NIRONIT.de](mailto:datenschutz@NIRONIT.de)

### **XIV. Final provisions**

1. Should individual provisions of these General Terms and Conditions of Purchase be or become void, the remaining provisions shall remain effective.

2. Unless expressly agreed otherwise, the place of performance for the delivery obligation is the shipping address or place of use requested by us; for all other obligations of both parties, the place of performance is 28199 Bremen.
3. If the contractor suspends payments or if insolvency proceedings are applied for over his assets or judicial or extrajudicial composition proceedings are applied for, we are entitled to withdraw from the contract.
4. The contract language is German. Insofar as the contractual partners use another language in addition, the German wording shall have priority.
5. If the contractor is a merchant, the place of jurisdiction for all disputes arising from the contractual relationship is the registered office of NIRONIT. NIRONIT is also entitled to sue at the registered office of the contractor.
6. The contract shall be governed exclusively by German law. The validity of the UN Convention on Contracts for the International Sale of Goods is excluded.

NIRONIT Edelstahl GmbH & Co. KG  
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